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ATTORNEYS FOR JPMORGAN CHASE BANK, N.A.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

<b>KINGSLEY C. IHEKWABA,</b>	§
<b>Plaintiff,</b>	§
	§
<b>v.</b>	§
	§
	<b>CIVIL ACTION NO. 3:15-cv-00537-P</b>
<b>CHASE MANHATTAN MORTGAGE,</b>	§
<b>A DIVISION OF JPMORGAN CHASE</b>	§
<b>BANK, N.A. D/B/A CHASE,</b>	§
<b>Defendant.</b>	§

**ORIGINAL ANSWER**

TO THE HONORABLE JORGE A. SOLIS, CHIEF UNITED STATES DISTRICT JUDGE:

JPMorgan Chase Bank, N.A. (“JPMC”), incorrectly sued as “Chase Manhattan Mortgage, a Division of JPMorgan Chase Bank, N.A. d/b/a Chase,” for its answer to the Complaint filed by Kingsley C. Ihekwa (the “Plaintiff”), admits, denies, and alleges as follows:

**FIRST DEFENSE**

No response is required with respect to the first unnumbered paragraph of the Complaint. To the extent a response is required, JPMC denies all allegations of that paragraph.

1. With respect to paragraph 1 of the Complaint, JPMC admits that Plaintiff purports to assert claims as described therein. Except as expressly admitted, JPMC denies all allegations of paragraph 1 of the Complaint.

2. With respect to paragraph 2 of the Complaint, JPMC admits that Plaintiff is a natural person and alleges that it lacks knowledge or information sufficient to form a belief about

the truth of the allegation concerning Plaintiff's residence and on that ground denies it. Except as expressly admitted or alleged, JPMC denies all allegations of paragraph 2 of the Complaint.

3. With respect to paragraph 3 of the Complaint, JPMC admits that it is a national banking association and has entered an appearance in this lawsuit. Except as expressly admitted, JPMC denies all allegations of paragraph 3 of the Complaint.

4. Paragraph 4 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, JPMC denies all allegations of paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, JPMC denies all allegations of paragraph 5 of the Complaint.

6. Paragraph 6 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, JPMC denies all allegations of paragraph 6 of the Complaint.

7. Paragraph 7 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, JPMC denies all allegations of paragraph 7 of the Complaint.

8. With respect to paragraph 8 of the Complaint, JPMC admits that this Court has jurisdiction over this lawsuit. Except as expressly admitted, JPMC denies all allegations of paragraph 8 of the Complaint.

9. With respect to paragraph 9 of the Complaint, JPMC admits that venue is proper in this district. Except as expressly admitted, JPMC denies all allegations of paragraph 9 of the Complaint.

10. JPMC admits the allegations of paragraph 10 of the Complaint.

11. With respect to paragraph 11 of the Complaint, JPMC alleges that it lacks knowledge or information sufficient to form a belief about the truth of the allegations of the first sentence, the allegations of the second sentence, and the allegations about Plaintiff vacating or moving out of the Property and on that ground denies them. Except as expressly alleged, JPMC denies all allegations of paragraph 11 of the Complaint.

12. JPMC denies all allegations of paragraph 12 of the Complaint.

13. JPMC denies all allegations of paragraph 13 of the Complaint.

14. With respect to paragraph 14 of the Complaint, JPMC admits that the bankruptcy court entered an order entitled “Discharge of Debtor” on February 6, 2012. The terms of that order are self-evident. Except as expressly admitted, JPMC denies all allegations of paragraph 14 of the Complaint.

15. JPMC denies all allegations of paragraph 15 of the Complaint. The terms of the order entitled Discharge of Debtor are self-evident.

16. With respect to paragraph 16 of the Complaint, JPMC admits that it did not file anything in the Bankruptcy Case to object to or dispute the details of the claim described. Except as expressly admitted, JPMC denies all allegations of paragraph 16 of the Complaint.

17. JPMC admits the allegations of paragraph 17 of the Complaint.

18. JPMC admits the allegations of paragraph 18 of the Complaint.

19. JPMC denies all allegations of paragraph 19 of the Complaint.

20. JPMC denies all allegations of paragraph 20 of the Complaint.

21. JPMC denies all allegations of paragraph 21 of the Complaint.

22. JPMC denies all allegations of paragraph 22 of the Complaint.

23. JPMC denies all allegations of paragraph 23 of the Complaint.
24. JPMC denies all allegations of paragraph 24 of the Complaint.
25. JPMC denies all allegations of paragraph 25 of the Complaint.
26. JPMC denies all allegations of paragraph 26 of the Complaint.
27. JPMC denies all allegations of paragraph 27 of the Complaint.
28. JPMC denies all allegations of paragraph 28 of the Complaint.
29. JPMC denies all allegations of paragraph 29 of the Complaint.
30. JPMC denies all allegations of paragraph 30 of the Complaint.
31. JPMC denies all allegations of paragraph 31 of the Complaint.
32. JPMC denies all allegations of paragraph 32 of the Complaint.
33. JPMC denies all allegations of paragraph 33 of the Complaint.
34. JPMC denies all allegations of paragraph 34 of the Complaint.
35. JPMC denies all allegations of paragraph 35 of the Complaint.
36. JPMC denies all allegations of paragraph 36 of the Complaint.
37. JPMC denies all allegations of paragraph 37 of the Complaint.
38. JPMC denies all allegations of paragraph 38 of the Complaint.
39. No response is required with respect to paragraph 39 of the Complaint. To the extent a response is required, JPMC denies all allegations of paragraph 39 of the Complaint.
40. Paragraph 40 of the Complaint contains only conclusions of law to which no response is required. The provisions of the Fair Credit Reporting Act are self-evident. To the extent a response is required, JPMC denies all allegations of paragraph 40 of the Complaint.

41. Paragraph 41 of the Complaint contains only conclusions of law to which no response is required. The provisions of the Fair Credit Reporting Act are self-evident. To the extent a response is required, JPMC denies all allegations of paragraph 41 of the Complaint.

42. JPMC denies all allegations of paragraph 42 of the Complaint.

43. JPMC denies all allegations of paragraph 43 of the Complaint.

44. JPMC denies all allegations of paragraph 44 of the Complaint.

45. JPMC denies all allegations of paragraph 45 of the Complaint.

46. JPMC denies all allegations of paragraph 46 of the Complaint.

47. JPMC denies all allegations of paragraph 47 of the Complaint.

48. JPMC denies all allegations of paragraph 48 of the Complaint.

49. JPMC denies all allegations of paragraph 49 of the Complaint.

50. JPMC denies all allegations of paragraph 50 of the Complaint.

51. JPMC denies all allegations of paragraph 51 of the Complaint.

52. JPMC denies all allegations of paragraph 52 of the Complaint.

53. JPMC denies all allegations of paragraph 53 of the Complaint.

54. JPMC denies all allegations of paragraph 54 of the Complaint.

55. No response is required with respect to paragraph 55 of the Complaint. To the extent a response is required, JPMC denies all allegations of paragraph 55 of the Complaint.

56. JPMC denies all allegations of paragraph 56 of the Complaint, including all sub-paragraphs.

57. JPMC denies all allegations of paragraph 57 of the Complaint.

58. JPMC denies all allegations of paragraph 58 of the Complaint.

59. No response is required with respect to paragraph 59 of the Complaint. To the extent a response is required, JPMC denies all allegations of paragraph 59 of the Complaint.

60. JPMC denies all allegations of paragraph 60 of the Complaint.

61. JPMC denies all allegations of paragraph 61 of the Complaint.

62. No response is required with respect to paragraph 62 of the Complaint. To the extent a response is required, JPMC denies all allegations of paragraph 62 of the Complaint.

63. JPMC denies all allegations of paragraph 63 of the Complaint.

64. JPMC denies all allegations of paragraph 64 of the Complaint.

65. JPMC denies all allegations of paragraph 65 of the Complaint.

66. JPMC denies all allegations of paragraph 66 of the Complaint.

67. JPMC denies all allegations of paragraph 67 of the Complaint.

68. JPMC denies all allegations of paragraph 68 of the Complaint.

69. JPMC denies all allegations of paragraph 69 of the Complaint.

70. JPMC denies all allegations of paragraph 70 of the Complaint.

71. JPMC denies all allegations of paragraph 71 of the Complaint.

72. JPMC denies all allegations of paragraph 72 of the Complaint.

73. JPMC denies all allegations of the unnumbered paragraph and all sub-paragraphs following paragraph 72 of the Complaint.

74. Except as expressly admitted herein, JPMC denies all allegations of the Complaint.

## **SECOND DEFENSE**

75. The Complaint fails to state a claim upon which relief may be granted.

**THIRD DEFENSE**

76. Plaintiff's claims for punitive damages are barred in whole or in part by the Due Process Clause and Excessive Fines Clause of the United States Constitution, Chapter 41 of the Texas Civil Practice Remedies & Remedies Code, and other applicable law.

**FOURTH DEFENSE**

77. All or part of Plaintiff's tort claim is barred by Plaintiff's comparative responsibility, or the responsibility of third parties.

**FIFTH DEFENSE**

78. All or part of Plaintiff's claims are barred by estoppel.

**SIXTH DEFENSE**

79. All or part of Plaintiff's claims are barred by waiver.

**SEVENTH DEFENSE**

80. All or part of Plaintiff's claims are barred by laches.

**EIGHTH DEFENSE**

81. All or part of Plaintiff's claims are barred by Plaintiff's failure to mitigate his alleged damages.

**NINTH DEFENSE**

82. Any tort damages alleged by Plaintiff are barred, or alternatively must be reduced, due to Plaintiff's proportionate responsibility in accordance with Chapter 33 of the Texas Civil Practice & Remedies Code.

**TENTH DEFENSE**

83. All or part of Plaintiff's claims are barred by the applicable statutes of limitation.

## CONCLUSION

WHEREFORE, PREMISES CONSIDERED, JPMC requests that the Court enter judgment (a) denying all of Plaintiff's claims and causes of action and (b) granting JPMC such other and further relief, at law or in equity, to which it may be justly entitled.

Respectfully submitted,

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By: /s/ Kenneth A. Hill  
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ATTORNEYS FOR JPMORGAN CHASE BANK,  
N.A.

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served concurrently with the filing of the same via the Court's CM/ECF noticing system upon all persons who have filed ECF appearances in this case, including counsel for Plaintiff.

/s/ Kenneth A. Hill  
Kenneth A. Hill

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